

opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party as stated in Section 13.2.

**15.16 Entire Agreement.** The terms contained in this Agreement and Appendices, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an authorized representative of each Party.

**15.17 Amendments.** This Agreement may not be modified or amended other than by a written instrument executed by both Parties. Any amendment, modification or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by applicable law.

**15.18 Counterparts.** This Agreement may be executed in two or more counterparts, of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and its Appendices to be executed by their duly authorized representatives.

**Price County Information Systems, LLC**

By: Catherine M. Mess

Date: 12/23/03

Printed: Catherine Mess

Title: President

**Sprint Spectrum L.P.**

By: W. Richard Morris

Date: DEC 19 2003

Printed: W. Richard Morris

Title: Vice President, External Affairs